

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

ERNESTO and DIANA MIRANDA,

Plaintiffs,

- against -

ABEX CORPORATION, *et al.*,

Defendants.

08 CV 5491 (SAS)

**ANSWER TO  
STANDARD COMPLAINT  
NO. 1 AND TO PLAINTIFFS'  
COMPLAINT**

Defendant, Lear Siegler Services, Inc. ("LSI"), named "*Lear Siegler Services, Inc., Individually and as Successor in Interest to Lear Siegler, Inc.,*" answers Plaintiffs Ernesto and Diana Miranda's Complaint and answers the New York Asbestos Litigation Standard Complaint No. 1 (hereinafter referred to as "Standard Complaint No. 1") as follows:

**ANSWER TO STANDARD COMPLAINT NO. 1**

LSI states that it lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations of Standard Complaint No. 1 as regards the other Defendants, and answers as to itself as follows:

1. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 1 of Standard Complaint No. 1.
2. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 2 of Standard Complaint No. 1.
3. LSI denies the allegations set forth in paragraph 3 of Standard Complaint No. 1 insofar as they are directed to LSI.
4. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 4 of Standard Complaint No. 1.

5. LSI denies the allegations set forth in paragraph 5 of Standard Complaint No. 1 insofar as they are directed to LSI.

6. LSI denies the allegations set forth in paragraph 6 of Standard Complaint No. 1 insofar as they are directed to LSI.

7. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 7 of Standard Complaint No. 1.

8. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 8 of Standard Complaint No. 1.

9. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 9 of Standard Complaint No. 1.

10. LSI denies the allegations set forth in paragraph 10 of Standard Complaint No. 1 insofar as they are directed to LSI.

11. LSI denies the allegations set forth in paragraph 11 of Standard Complaint No. 1 insofar as they are directed to LSI.

12. LSI denies the allegations set forth in paragraph 12 of Standard Complaint No. 1 insofar as they are directed to LSI.

13. LSI denies the allegations set forth in paragraph 13 of Standard Complaint No. 1 insofar as they are directed to LSI.

14. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 14 of Standard Complaint No. 1.

15. LSI denies the allegations set forth in paragraph 15 of Standard Complaint No. 1 insofar as they are directed to LSI.

16. LSI denies the allegations set forth in paragraph 16 of Standard Complaint No. 1 insofar as they are directed to LSI.

17. LSI denies the allegations set forth in paragraph 17 of Standard Complaint No. 1 insofar as they are directed to LSI.

18. LSI denies the allegations set forth in paragraph 18 of Standard Complaint No. 1 insofar as they are directed to LSI.

19. LSI denies the allegations set forth in paragraph 19 of Standard Complaint No. 1 insofar as they are directed to LSI.

20. LSI denies the allegations set forth in paragraph 20 of Standard Complaint No. 1 insofar as they are directed to LSI.

21. LSI denies the allegations set forth in paragraph 21 of Standard Complaint No. 1 insofar as they are directed to LSI.

22. LSI denies the allegations set forth in paragraph 22 of Standard Complaint No. 1 insofar as they are directed to LSI.

23. In response to paragraph 23, LSI repeats its answers to paragraphs 1 through 22 of Standard Complaint No. 1 as if set forth fully herein.

24. LSI denies the allegations set forth in paragraph 24 of Standard Complaint No. 1 insofar as they are directed to LSI.

25. LSI denies the allegations set forth in paragraph 25 of Standard Complaint No. 1 insofar as they are directed to LSI.

26. LSI denies the allegations set forth in paragraph 26 of Standard Complaint No. 1 insofar as they are directed to LSI.

27. LSI denies the allegations set forth in paragraph 27 of Standard Complaint No. 1 insofar as they are directed to LSI.

28. LSI denies the allegations set forth in paragraph 28 of Standard Complaint No. 1 insofar as they are directed to LSI.

29. LSI denies the allegations set forth in paragraph 29 of Standard Complaint No. 1 insofar as they are directed to LSI.

30. LSI denies the allegations set forth in paragraph 30 of Standard Complaint No. 1 insofar as they are directed to LSI.

31. LSI denies the allegations set forth in paragraph 31 of Standard Complaint No. 1 insofar as they are directed to LSI.

32. LSI denies the allegations set forth in paragraph 32 of Standard Complaint No. 1 insofar as they are directed to LSI.

33. In response to paragraph 33, LSI repeats its answers to paragraphs 1 through 32 of Standard Complaint No. 1 as if set forth fully herein.

34. LSI denies the allegations set forth in paragraph 34 of Standard Complaint No. 1 insofar as they are directed to LSI.

35. LSI denies the allegations set forth in paragraph 35 of Standard Complaint No. 1 insofar as they are directed to LSI.

36. LSI denies the allegations set forth in paragraph 36 of Standard Complaint No. 1 insofar as they are directed to LSI.

37. In response to paragraph 37, LSI repeats its answers to paragraphs I through 36 of Standard Complaint No. 1 as if set forth fully herein.

38. LSI denies the allegations set forth in paragraph 38 of Standard Complaint No. 1 insofar as they are directed to LSI.

39. LSI denies the allegations set forth in paragraph 39 of Standard Complaint No. 1 insofar as they are directed to LSI.

40. In response to paragraph 40, LSI repeats its answers to paragraphs 1 through 40 of Standard Complaint No. 1 as if set forth fully herein.

41. LSI denies the allegations set forth in paragraph 41 of Standard Complaint No. 1 insofar as they are directed to LSI.

42. LSI denies the allegations set forth in paragraph 42 of Standard Complaint No. 1 insofar as they are directed to LSI.

#### **ANSWER TO PLAINTIFFS' COMPLAINT**

43. In response to paragraph 1, LSI repeats its answers to paragraphs 1 through 42 of Standard Complaint No. 1 as if set forth fully herein.

44. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 2 of Plaintiffs' Complaint.

45. LSI lacks knowledge or information sufficient to form a belief as to the truth or falsity of the allegations set forth in paragraph 3 of Plaintiffs' Complaint.

#### **DEFENSES**

##### **FIRST DEFENSE**

Plaintiffs have failed to state a claim upon which relief can be granted. LSI is not a successor to Lear Siegler, Inc., the entity who Plaintiffs seek to join in this matter as a defendant.

##### **SECOND DEFENSE**

Plaintiffs' claims are barred by the applicable statute of limitations.

**THIRD DEFENSE**

LSI gave, made or otherwise extended no warranties, whether express or implied, upon which Plaintiffs have a right to rely. LSI is not a successor to Lear Siegler, Inc., the entity who Plaintiffs seek to join in this matter as a defendant.

**FOURTH DEFENSE**

LSI breached no warranties, whether express or implied. LSI is not a successor to Lear Siegler, Inc., the entity who Plaintiffs seek to join in this matter as a defendant.

**FIFTH DEFENSE**

The matters that are the subject of the Plaintiffs' Standard Complaint No. 1 are attributable to third parties over whom LSI had neither control nor right of control.

**SIXTH DEFENSE**

While denying the allegations of Plaintiffs with respect to liability, injury and damages, to the extent that Plaintiffs may be able to prove the same, they were the result of intervening acts or superseding negligence on the part of parties over whom LSI had neither control nor right of control.

**SEVENTH DEFENSE**

There being no privity of contract between LSI and Plaintiffs, there can be no cause of action against LSI for alleged breach of warranties. LSI is not a successor to Lear Siegler, Inc., the entity who Plaintiffs seek to join in this matter as a defendant.

WHEREFORE, LSI demands judgment dismissing the Complaint and awarding its attorney's fees and costs of suit and such other relief which this Court may deem proper and just.

**CROSSCLAIM FOR CONTRIBUTION**

If LSI should be found liable to Plaintiffs, which liability is denied (LSI is not a successor to Lear Siegler, Inc., the entity who Plaintiffs seek to join in this matter as a defendant), LSI

asserts that the Co-Defendants are joint tortfeasors with respect to any loss, liability and expense on account of Plaintiffs' demand for judgment.

WHEREFORE, LSI demands judgment for contribution against its Co-Defendants with respect to any damages which may be recovered against LSI herein, together with the expense of defense and costs of suit.

**ANSWER TO ALL CROSSCLAIMS**

LSI answers the Crossclaims of all Co-Defendants, however asserted or alleged, and says:

1. All Crossclaims for Contribution alleged against LSI by any party Defendant are denied.
2. All Crossclaims for Indemnification alleged against LSI by any party Defendant are denied.

WHEREFORE, Defendant LSI demands judgment dismissing all Crossclaims and awarding it attorney's fees and costs of suit and such other relief which this Court may deem proper and just.

Dated: New York, New York  
August 14, 2008

Respectfully submitted,

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